

21278

# COOPERATIVE AGREEMENT --- Don Juan Restaurant, Inc. & MPNA

This Agreement replaces any and all prior agreements between the parties relating to the premises noted herein.

Whereas, Don Juan Restaurant, Inc. (Don Juan) has applied for renewal of an ABC Class CR restaurant license for the premises located at 1660 Lamont St. NW, DC.

Ret. CR-renewal Case No. 21278-97073P; and

Whereas, Mount Pleasant Neighborhood Alliance (MPNA) has filed a protest to the issuance of the license: and

Whereas, the parties have met and discussed the concerns of (MPNA): and

Whereas, Don Juan has taken action to alleviate many of the concerns raised by the neighborhood association, including:

- (a) retaining a new trash hauling service
- (b) changing the hours of trash service, recycling and bottle dumping
- (c) constructing a double door entry foyer to baffle any noise or music from reaching the street
- (d) removed excess signage from the windows
- (e) cleaned the windows
- (f) planted trees to shield the trash area and beautify the corner
- (g) hired MPD officers to control loitering and improve community safety
- (h) established regular cleaning of the public space adjoining the restaurant
- (i) participated in community meetings about improving the neighborhood; and

FEB 2 4 49 PM '98  
ALCOHOLIC BEVERAGE  
CONTROL DIVISION

Whereas, the parties hereto have reached an understanding relating to the operation of Don Juan and cooperative efforts of the restaurant and MPNA.

Now Therefore, in consideration of the agreements set forth herein MPNA agrees to withdraw its protest and Don Juan agrees to comply with the terms of the agreement as set forth hereinafter.

Don Juan agrees:

A. To comply with all laws and regulations governing the operation of the establishment at 1660 Lamont Street, NW, in Washington, D.C., including laws and regulations governing the Class CR (restaurant) license to which this agreement applies, as applied for and approved by the District of Columbia in the name of Don Juan Restaurant, Inc.

B. To cooperate with the Advisory Neighborhood Commission 1-E (ANC), and/or MPNA to address any alleged violation of the laws and regulations referred to in Paragraph A above and in any request that the appropriate enforcement agency investigate an alleged violation.

C. That alcohol will not be served after ABC regulated hours.

D. To participate with community organizations which seek to alleviate alcohol abuse problems, by participation in meetings and programs.

E. To cooperate in the Mount Pleasant business community in an effort to enlist wider business support for clean-up, responsible alcohol service, support of alcohol abuse assistance organizations, and law enforcement activities, including current efforts to hire private trash services to keep Mount Pleasant Street clean on a daily basis.

F. To keep the public space in front of the restaurant free of debris and trash and keep its trash area clean and will use its best efforts to control the noise of trash dumping and pickup.

G. To use reasonable means to discourage loitering in front of the establishment.

H. To post signs in both English and Spanish advising its clients about respecting the community, directions for parking and alcohol awareness signs as may be produced from time to time.

I. To continue in effect actions taken in sections (a) thru (i) in the Whereas clause above.

J. In addition Don Juan agrees to be bound to MPNA by the conditions agreed to with the Mount Pleasant Advisory Neighborhood Commission (ANC- 1E) as noted below, and pledges to work cooperatively, with the MPNA, to improve the overall environment on Mount Pleasant Street to make it a more pleasant, safe area for residents, customers and businesses.

Don Juan agrees:

1. Not to sell or deliver alcoholic beverages to any intoxicated person, or to any person of notoriously intemperate habits or to any person who appears to be intoxicated.

2. Not to sell or deliver alcoholic beverages to any person or persons under the age of 21.

3. To take all precautions to avoid the sale or delivery of alcoholic beverages to anyone accompanying a person who has been denied service if there is an apparent attempt to deliver the alcoholic beverage to the person who has been denied services.

4. Not to provide "go-cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming [alcoholic] beverages".

5. To take reasonable measures to ensure that the immediate environs of the restaurant are kept free of litter and debris. The "immediate environs" is defined in Section 720.2 of the ABC Regulations as including: "all property on which the premises are located: all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of the alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."


6. To participate in and have all alcoholic beverage serving staff participate in alcoholic beverage server training of the type offered by TIPS.

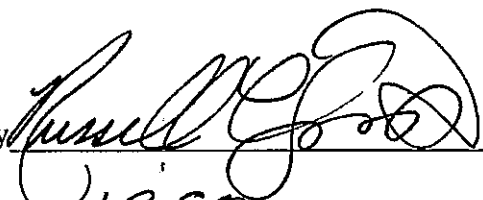
7. Not to encourage excessive drinking by: ~~serving pitchers~~ <sup>to individual customers</sup>, having discounted price drinks; two-for-one promotions; or excessive alcoholic beverage signage in the establishment's windows (more than 25% of total window area).

8. Not sell, deliver or allow consumption of alcohol before or after legal hours of sale.

Don Juan Restaurant, Inc.

MPNA

by   
Alberto Ferufino, President

by   
1-9-98

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RI-ELVED  
ALCOHOLIC BEVERAGE  
CONTROL DIVISION

**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of:**

Don Juan Restaurant, Inc.  
t/a Don Juan Restaurant & Carryout

Application for a Retailer's License

Class CR - renewal  
at premises

1660 Lamont Street, N.W.  
Washington, D.C.

App. No. 21278-97073P

**Russell L. Smith, Protestant**

**Ely Hurwitz, Esquire, on behalf of the Applicant**

**Rosa Ruiz, President of Don Juan Restaurant, Inc., Applicant**

**BEFORE: BARBARA L. SMITH, ESQUIRE, CHAIR;  
DENNIS BASS, MEMBER;  
ALLEN BEACH, MEMBER;  
MARY EVA CANDON, ESQUIRE, MEMBER;  
LAVERNE KING, MEMBER;  
EYDIE WHITTINGTON, MEMBER;  
DUANE WANG, MEMBER**

**ORDER ON A WITHDRAWN PROTEST**

The application, having been protested came before the Board for public hearing on July 23, 1997 and was continued until August 20, 1997 and September 17, 1997, in accordance with D.C. Code Section 25-115(c)(5)(1996 Supp.), providing for remonstrants to be heard. Russell L. Smith filed a timely protest letter, dated June 9, 1997.

The official records of the Board reflect that the parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the Agreement dated January 9, 1998, the Protestant

**Don Juan Restaurant, Inc.**  
**t/a Don Juan Restaurant & Carryout**  
**Page two**


has agreed to withdraw the opposition, provided, however the Board's approval of the pending application is conditioned.

Accordingly, it is this 29 day of July 1998, **ORDERED** that:

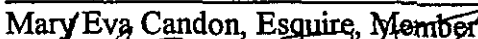
1. The protest of Russell L. Smith be, and the same hereby, is **WITHDRAWN**;
2. The above-referenced Agreement between the parties be, and the same hereby, is **INCORPORATED** as part of this Order;
3. The application of Don Juan Restaurant, Inc. t/a Don Juan Restaurant & Carryout for a retailer's license class CR -renewal at premises 1660 Lamont Street, N.W., be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the Protestant, the Attorney for the Applicant, and the Applicant.

**DISTRICT OF COLUMBIA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**

  
Barbara L. Smith, Esquire, Chair

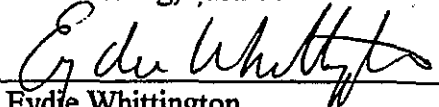
  
Dennis Bass, Member

  
Allen Beach, Member

  
Mary Eva Candon, Esquire, Member

  
Laverne King, Member

  
Duane Wang, Member

  
Eydie Whittington

#21378

**FIRST ADDENDUM TO VOLUNTARY AGREEMENT  
BETWEEN DON JUAN'S RESTAURANT AND BAR  
AND THE MOUNT PLEASANT NEIGHBORHOOD ALLIANCE**

This Agreement, made this 29<sup>th</sup> day of February, 2001, by and between Don Juan's Restaurant & Bar and the Mount Pleasant Neighborhood Alliance ("MPNA"),

WHEREAS Don Juan Restaurant, Inc. and MPNA signed a voluntary agreement on January 9, 1998,

WHEREAS, MPNA has filed a protest to the renewal of the license,

WHEREAS, the parties have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the establishment,

NOW THEREFORE, in consideration of the agreements set forth herein, MPNA agrees to withdraw its protest and Licensee agrees to comply with the terms of the original voluntary agreement signed January 9, 1998 as well as with the terms of this Addendum as set forth herein:

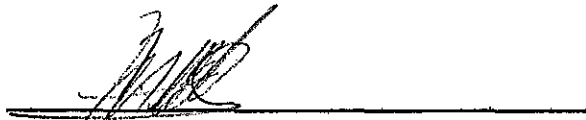
- A. It is understood and agreed that Licensee will not permit any live music, dancing, nor charges for admission to the establishment.
- B. That alcohol will not be served after ABC regulated hours, and that Don Juan's will work with the community to establish reasonable restrictions on the hours of ABC service to minimize the disturbance to the neighborhood, and in this regard it will stop selling alcohol at 1:30 AM Sunday through Thursday and 2:30 AM on Friday and Saturday.. Licensee further agrees that it will keep the kitchen open in the establishment to serve food until 1:00 AM on all days of the week.
- C. That Licensee will undertake a leadership role in the Mount Pleasant business community in an effort to enlist wider business support for clean-up, responsible alcohol service, support of alcohol abuse assistance organizations, and law enforcement activities, including supporting efforts to supplement current efforts to hire private trash services to keep Mount Pleasant Street clean on a daily basis. This role includes, but is not limited to, participation by principals of licensee in Police Service Area ("PSA") meetings, and consultation with MPNA and the ANC when such participation and consultation are reasonably requested by such organizations.
- D. That Licensee will notify MPNA of any application to transfer the license not less than three (3) days' prior to filing such application with the Alcoholic Beverage Control Board.
- E. That Licensee will keep the public space in front and rear of the establishment free of debris and trash. At the opening of each business day Licensee shall maintain in clean condition the public space from the property line of the building, lot, or land and extending eighteen (18") inches from the curb line (or lateral lines of the roadway) into the abutting roadway pursuant to DCMR 702.1.
- F. Licensee further agrees to power wash the sidewalk to clean the bricks from dirt, grime and debris surrounding the establishment at least once a month.
- G. Licensee shall maintain trash, garbage and recycle material in storage containers that have lids that are kept securely closed at all times. Licensee agrees to provide enough containers to hold all trash, garbage and recycle materials generated by the establishment.

- L.A.C. / 1/10
- H. Licensee agrees to remove ~~trash and~~ recycle material from the inside of the establishment to the outside trash and recycling containers only between the hours of 8:00am and 10:00 pm.
- I. Licensee will assure that all trash, garbage, and recycle materials are collected by a trash contractor at least three times per week, and only during the hours between 8:00 AM and 8:00 PM.
- J. Licensee will not knowingly sell or deliver alcoholic beverages to any intoxicated person, nor to any person of intemperate habits, nor to any person who appears to be intoxicated, and will cooperate with the Metropolitan Police Department and health and social service agencies to identify such persons. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by the Metropolitan Police Department three times or more in any one year and who has been so identified to the Licensee by the Metropolitan Police Department by giving a photo and name to the Licensee.
- K. Licensee will not sell or deliver alcoholic beverages to anyone accompanying a person who has been denied service if there is an apparent attempt to deliver the alcoholic beverage to the person who has been denied service. Licensee will seat patrons who are not consuming food only in the bar area of the establishment, provided, however that if a group of patrons at any single table is not consuming food, they may continue to be seated at that table so long as at least one member of the group has ordered or consumed food.
- L. Licensee will not place any alcoholic beverage signage/advertising in any window of the establishment, or obscure the windows of the establishment or hang any banner outside the establishment that is not authorized by permit.
- M. Licensee will not sell, deliver or allow consumption of alcohol before or after legal hours of sale, as modified by this Voluntary Agreement.
- N. Licensee will meet quarterly with a representative of MPNA to discuss issues and solutions to problems concerning the operation of the establishment in the neighborhood, if so requested by MPNA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below.

FOR:

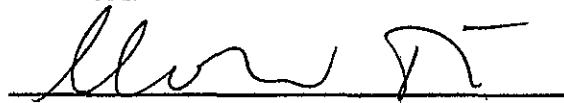
DON JUAN RESTAURANT, INC.



DATE: 02/27/01

FOR:

MOUNT PLEASANT NEIGHBORHOOD  
ALLIANCE



DATE: 27-Feb-2001

**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Don Juan Restaurant, Inc.  
t/a Don Juan's Restaurant & Bar

Application for a Retailer's License  
Class CR – renewal application

1660 Lamont Street, Northwest  
Washington, D.C.

Case no. 21278-00083P

**Marika Torok, President, on behalf of the Mount Pleasant Neighborhood Alliance,  
Protestant**

**Rosa Ruiz, President, on behalf of the Applicant**

**BEFORE: Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Charles A. Burger, Member  
Laurie Collins, Member  
Judy Moy, Member  
Ellen Oppen-Weiner, Esquire, Member  
Audrey E. Thompson, Member**

**ORDER ON WITHDRAWN PROTEST  
AND VOLUNTARY AGREEMENT**

This application, having been protested, came before the Board for public hearing on June , 2000, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Marika Torok, president, on behalf of the Mount Pleasant Neighborhood Association (MPNA), filed a timely protest letter dated May 30, 2000.

The official records of the Board reflect that the parties have now reached an agreement, which has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated February 27, 2001, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned.

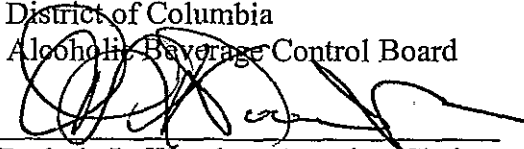


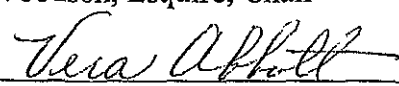
Don Juan's Restaurant, Inc.  
t/a Don Juan's Restaurant & Bar  
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Accordingly, it is this 23rd day of May 2001  
**ORDERED** that:

1. The protest of Marika Torok, president, on behalf of MPNA be, and the same hereby, is **WITHDRAWN**;
2. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**;
3. The application of Don Juan's Restaurant, Inc. t/a Don Juan's Restaurant & Bar at 1660 Lamont Street, Northwest, Washington, D.C., for a retailer's license class CR application (renewal) be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the protestants and the applicant.

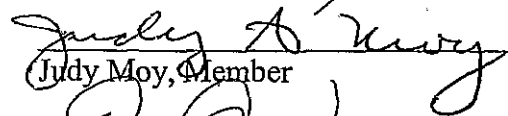
District of Columbia  
Alcoholic Beverage Control Board

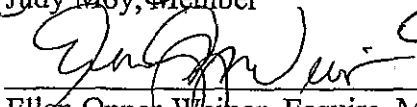
  
Roderic L. Woodson, Esquire, Chair


  
Vera Abbott, Member

  
Charles A. Burger, Member

  
Laurie Collins, Member

  
Judy Moy, Member

  
Ellen Oppen-Weiner, Esquire, Member

  
Audrey E. Thompson, Member